Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Filing at a Glance

Company: Columbia Mutual Insurance Company

Product Name: Commercial Inland Marine SERFF Tr Num: CLBA-125926995 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Co Tr Num: CMI-CMS-08-F01 State Status: Fees verified and

Marine received

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins,

Brittany Yielding

Authors: Dennis McVay, Christina Disposition Date: 12/03/2008

Walker, DeeDee Williams

Date Submitted: 12/02/2008 Disposition Status: Approved

Effective Date Requested (New): 05/01/2009 Effective Date (New): 05/01/2009

Effective Date Requested (Renewal): 05/01/2009 Effective Date (Renewal):

05/01/2009

State Filing Description:

General Information

Project Name: Handbook Forms

Status of Filing in Domicile: Pending

Project Number: 08-87

Domicile Status Comments: N/A

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 12/03/2008

State Status Changed: 12/03/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing new forms IH 00 65 06 08 Boat Dealers Coverage Form, IH DS 65 06 08 Boat Dealers Declarations, IH 00 66 12 07 Marine Supplies Dealers Coverage Form and IH DS 66 12 07 Marine Supplies Dealers Declarations, as well as revised form IH 99 25 06 08 Additionally Covered Property, which we propose to use in our Commercial Inland Marine Policy Program. Please note that these forms are developed by ISO and constitute a part of the ISO Inland Marine Handbook which provides advisory non-filed inland marine coverages.

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Please review and advise if any further action is needed.

Company and Contact

Filing Contact Information

Christina Walker, Analyst I cwalker@colinsgrp.com 2102 White Gate Drive (573) 474-6193 [Phone] Columbia, MO 65205 (800) 836-5713[FAX]

Filing Company Information

Columbia Mutual Insurance Company CoCode: 40371 State of Domicile: Missouri 2102 White Gate Drive Group Code: 807 Company Type: Mutual

P O Box 618

Columbia, MO 65205 Group Name: Columbia Insurance State ID Number: 03

Group

(573) 474-6193 ext. [Phone] FEIN Number: 43-0790393

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Columbia Mutual Insurance Company \$50.00 12/02/2008 24263813

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/03/2008	12/03/2008

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Disposition

Disposition Date: 12/03/2008

Effective Date (New): 05/01/2009

Effective Date (Renewal): 05/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property	Yes	
0	Casualty		
Form	Boat Dealers Coverage Form	Approved	Yes
Form	Boat Dealers Declarations	Approved	Yes
Form	Marine Supplies Dealers Coverage Form	Approved	Yes
Form	Marine Supplies Dealers Declarations	Approved	Yes
Form	Additionally Covered Property	Approved	Yes

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Boat Dealers	IH 00 65	06 08	Policy/CoveNew			IH 00 65 06
	Coverage Form			rage Form			08.pdf
Approved	Boat Dealers	IH DS 65	06 08	Declaration New			IH DS 65 06
	Declarations			s/Schedule			08.pdf
Approved	Marine Supplies	IH 00 66	12 07	Policy/CoveNew			IH 00 66 12
	Dealers			rage Form			07.pdf
	Coverage Form						
Approved	Marine Supplies	IH DS 66	12 07	Declaration New			IH DS 66 12
	Dealers			s/Schedule			07.pdf
	Declarations						
Approved	Additionally	IH 99 25	06 08	Endorseme Replaced	Replaced Form #	! :	IH 99 25 06
	Covered Property	y		nt/Amendm	IH 84 01 12 05		08.pdf
				ent/Conditi	Previous Filing #	•	
				ons			

BOAT DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

- Covered Property, as used in this Coverage Form, means:
 - Your stock in trade consisting principally of boats, boat motors and trailers and marine equipment and accessories; and
 - **b.** Similar property of others in your care, custody or control that is held for sale on consignment.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles or aircraft;
- **b.** Property while in the course of manufacture;
- **c.** Property leased, rented or sold, including property sold under a deferred payment sales agreement, after it has left your custody or the custody of carriers for hire when you are responsible for delivery:
- **d.** Furniture, fixtures, office supplies, improvements or betterments, machinery, tools, fittings, patterns, dies, molds or models;
- e. Property while being raced; or
- **f.** Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - **(b)** The deductible in this policy applicable to that loss or damage.
- (3) Payment under this Additional Coverage will not increase the applicable Limit of Insurance, but if:
 - (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance: or
 - (b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$5,000 in any one occurrence under this Additional Coverage.

- (4) This Additional Coverage does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - **(b)** Remove, restore or replace polluted land or water.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage does not increase the Limit of Insurance.

c. Pollutant Cleanup And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

The limit for this Additional Coverage is in addition to the Limit of Insurance.

d. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;

- (2) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse:
- **(4)** Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (1) through (5), we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extensions

a. Theft Damage To Buildings

- (1) We will pay for damage caused directly by theft or attempted theft to:
 - (a) That part of any building containing Covered Property; or
 - **(b)** Equipment within the building used to maintain or service the building;

only if you own the building or are legally responsible for the damage.

- (2) But, we will not pay for damage:
 - (a) Caused by fire; or
 - **(b)** To glass or to lettering or art work on glass.

This Coverage Extension is included within the Limit of Insurance applicable to the Covered Property at the premises where the damage occurs.

b. Money

We will pay for loss or damage of money, in locked safes or vaults within your premises, by theft when the safes or vaults are broken open. The most we will pay for loss or damage under this Coverage Extension is \$2,500 at each described premises.

B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Earthquake

But if earthquake results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

This exclusion only applies to property while at your premises.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Nuclear Hazard

- Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

d. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

e. Water

Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

But if water, as described above, results in fire, explosion or theft, we will pay for the direct loss or damage caused by that fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This exclusion only applies to property at your premises.

Exclusions **B.1.a.** through **B.1.e.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- **2.** We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - **b.** Unexplained disappearance.
 - **c.** Shortage found upon taking inventory.
 - d. Dishonest or criminal act committed by:
 - You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - **(4)** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

e. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

f. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- **h.** Unauthorized instructions to transfer property to any person or to any place.
- i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear, depreciation.
 - **b.** Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
 - **c.** Mechanical breakdown, malfunction or failure to operate.
 - **d.** Insects, vermin or rodents.
 - e. Collapse except as provided in Additional Coverage – Collapse Paragraph A.4.d. of this Coverage Form.
 - **f.** Corrosion, rust, dampness, extremes of temperature.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Valuation

The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

a. Unsold Property

The value of unsold property will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

b. Sold Property

The value of property sold but not yet delivered will be your net selling price after all allowances and discounts.

c. Property Of Others

The value of property in your care, custody or control will be the lesser of:

- (1) The amount for which you are liable, plus the value of labor and materials you have added; or
- (2) Actual cash value, including labor and materials you have added.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property wherever located within:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit and property of others held for sale on consignment, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

c. Records And Inventory

You will keep accurate records of your business and retain them for three years after the policy ends.

These records will consist of:

(1) An itemized inventory of your stock in trade:

- (2) Records of all purchases and sales whether cash or credit;
- (3) Records of property of others in your care, custody or control; and
- **(4)** Records of property you send to others for any purpose.

You will also take a physical inventory of all your stock in trade at least every 12 months.

d. Protective Safeguards

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

- (1) In working condition at a location; and
- (2) In operation when you are closed to business;

coverage for which the protective safeguards apply is automatically suspended at that location from the time the protective safeguards are inoperative. This suspension will last until equipment or services are back in operation.

F. Definitions

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

BOAT DEALERS DECLARATIONS

Company:	Producer:					
Limits Of Insurance						
Property At Your Premises:						
Address:						
	\$					
	\$ \$					
Property At Any One Hunamed Duemices	\$					
Property At Any One Unnamed Premises	·					
Property At Any One Exhibition Or Trade Show	\$					
Property In Transit:						
By Land By Water	\$ \$					
Property Waterborne For Demonstration Purposes	\$					
AllCovered Property In Any One Occurence	\$					
Optional Coverage:						
Furniture, Fixtures And Office Supplies	\$					
Machinery, Tools And Fittings Patterns, Dies, Molds and Models	\$ \$					
Improvements And Betterments	\$					
Coinsurance: %						
Deductible: \$						

IH DS 65 06 08 Page 1 of 2

	Rate	es And Premiums	
Nonr	eporting	Repo	orting
Rate per \$100	\$	Rate per \$100	\$
Premium	\$	Deposit Premium	\$
		Minimum Premium	\$
		Reporting Period	
		Premium Adjustment	
		Period	
		Premium Base	
		Total Premium	\$

Special Provisions (if any):

IH DS 65 06 08 Page 2 of 2

MARINE SUPPLIES DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

- Covered Property, as used in this Coverage Form, means:
 - Your stock in trade consisting principally of marine supplies and related equipment and accessories; and
 - **b.** Similar property of others that is in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- **a.** Boats, other than inflatable boats;
- **b.** Motors, other than electric trolling motors;
- c. Property that has been sold and delivered to customers, including property sold under a deferred payment sales agreement;
- **d.** Furniture, fixtures, office supplies, improvements or betterments, machinery, tools, fittings, patterns, dies, molds or models:
- **e.** Equipment, material and supplies used to conduct your business;
- f. Property shipped by mail; or
- **g.** Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - **(b)** The deductible in this policy applicable to that loss or damage.
- (3) Payment under this Additional Coverage will not increase the applicable Limit of Insurance, but if:
 - (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - (b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$5,000 in any one occurrence under this Additional Coverage.

- (4) This Additional Coverage does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage does not increase the Limit of Insurance.

c. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

The limit for this Additional Coverage is in addition to the Limit of Insurance.

5. Coverage Extensions

a. Theft Damage To Buildings

- (1) We will pay for damage caused directly by theft or attempted theft to:
 - (a) That part of any building containing Covered Property; or
 - **(b)** Equipment within the building used to maintain or service the building;

only if you own the building or are legally responsible for the damage.

- (2) But, we will not pay for damage:
 - (a) Caused by fire; or
 - **(b)** To glass or to lettering or art work on glass.

This Coverage Extension is included within the Limit of Insurance applicable to the Covered Property at the premises where the damage occurs.

b. Money

We will pay for loss or damage of money, in locked safes or vaults within your premises, by theft when the safes or vaults are broken open. The most we will pay for loss or damage under this Coverage Extension is \$2,500 at each described premises.

B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

- **b.** Delay, loss of use, loss of market or any other consequential loss.
- c. Unexplained disappearance.
- **d.** Shortage found upon taking inventory.
- e. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives:
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - **(4)** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

f. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

g. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- **h.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- i. Unauthorized instructions to transfer property to any person or to any place.
- j. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- We will not pay for loss or damage caused by or resulting from the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear, depreciation.
 - **b.** Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
 - **c.** Mechanical breakdown, malfunction or failure to operate.
 - **d.** Insects, vermin or rodents.
 - **e.** Corrosion, rust, dampness, extremes of temperature.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Valuation

The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

a. Unsold Property

The value of unsold property will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

b. Sold Property

The value of property sold but not yet delivered will be your net selling price after all allowances and discounts.

c. Property Of Others

The value of property in your care, custody or control will be the lesser of:

(1) The amount for which you are liable, plus the value of labor and materials you have added; or

(2) Actual cash value, including labor and materials you have added.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

- (1) We cover property wherever located within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.
- (2) We also cover property being shipped by air within and between points in Paragraph (1).

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

c. Records And Inventory

You will keep accurate records of your business and retain them for three years after the policy ends.

These records will consist of:

- (1) An itemized inventory of your stock in trade:
- (2) Records of all purchases and sales whether cash or credit;
- (3) Records of property of others in your care, custody or control; and
- **(4)** Records of property you send to others for any purpose.

You will also take a physical inventory of all your stock in trade at least every 12 months.

d. Protective Safeguards

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

- (1) In working condition at a location; and
- (2) In operation when you are closed to business:

coverage for which the protective safeguards apply is automatically suspended at that location from the time the protective safeguards are inoperative. This suspension will last until equipment or services are back in operation.

F. Definitions

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

MARINE SUPPLIES DEALERS DECLARATIONS

Company:	Producer:
Limits Of I	nsurance
Property At Your Premises:	
Address:	
	\$
	\$
Property At Any One Unnamed Premises	\$
Property In Transit	\$
AllCovered Property In Any One Occurence	\$
Optional Coverage:	
Furniture, Fixtures And Office Supplies	\$
Machinery, Tools And Fittings Patterns, Dies, Molds and Models	\$ \$ \$ \$
Improvements And Betterments	\$
Coinsurance: %	
Deductible: \$	

IH DS 66 12 07 Page 1 of 2

Rates And Premiums			
Nonreporting		Reporting	
Rate per \$100	\$	Rate per \$100 \$	
Premium	\$	Deposit Premium \$	
		Minimum Premium \$	
		Reporting Period	
		Premium Adjustment	
		Period	
		Premium Base	
		Total Premium \$	

Special Provisions (if any):

IH DS 66 12 07 Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONALLY COVERED PROPERTY

This endorsement modifies insurance provided under the following:

BOAT DEALERS COVERAGE FORM JEWELERS BLOCK COVERAGE FORM MARINE SUPPLIES DEALERS COVERAGE FORM

When a Limit of Insurance for the following property is shown in the Declarations, we also cover that property. This Limit is in addition to any other insurance provided by this Coverage Form and is the most we will pay for loss or damage to that property. Coverage applies only while the property is within your premises shown in the Declarations.

- 1. Furniture, Fixtures and Office Supplies;
- 2. Machinery, Tools and Fittings;
- 3. Patterns, Dies, Molds and Models;
- 4. Improvements and Betterments.

We cover improvements and betterments that you have made to a building at the premises shown in the Declarations. This coverage only applies if you do not own the building. Improvements and betterments means fixtures, alterations, installations or additions comprising part of the building, that were made at your expense but that you cannot legally remove. We will pay the following in event of loss or damage:

 The actual cash value of property that you repair or replace at your expense within a reasonable time; and b. A percentage of the original cost of property that you do not repair or replace. The percentage will be that obtained by dividing the unexpired term of your rental agreement on the date of loss or damage by the period from the date the property was installed to the expiration date of the rental agreement.

We will not pay for property that is repaired or replaced at the expense of others for your benefit.

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: CMI-CMS-08-F01

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine
Project Name/Number: Handbook Forms/08-87

Supporting Document Schedules

Review Status:

Bypassed -Name: Uniform Transmittal Document- Approved 12/03/2008

Property & Casualty

Bypass Reason: Please see the General Information and Form Schedule tabs.

Comments: